



DUKE ENERGY CAROLINAS
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Charlotte, NC 28202

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Charlotte, NC 28201-1006

CATHERINE E. HEIGEL
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April 16, 2007

The Honorable Charles L.A. Terreni
Chief Clerk and Administrator
The Public Service Commission of South Carolina
P. O. Drawer 11649
Columbia, South Carolina 29211

RE: Northbrook Carolina Hydro, LLC – Purchased Power Agreements with
Duke Energy Carolinas, LLC
Docket No. 1996-329-E
Notice of Amendments

Dear Mr. Terreni:

In accordance with the provisions of Order No. 1996-852, issued in Docket No. 1996-329-E, please find enclosed ten (10) copies of Amendments to Purchased Power Agreements by and between Duke Energy Carolinas, LLC (fka Duke Power Company) and Northbrook Carolina Hydro, LLC ("Northbrook") for Northbrook's (i) Boyd's Mill Hydroelectric Facility, (ii) Holliday's Bridge Hydroelectric Facility, and (iii) Saluda Hydroelectric Facility.

Please accept these Amendments for filing and make the necessary arrangements to advise the Commission of their receipt in accordance with the Commission's practices. We appreciate your time and attention to this matter.

If you have any questions, please do not hesitate to contact me.

THIS DOCUMENT IS AN EXACT DUPLICATE, WITH THE EXCEPTION OF THE FORM OF THE SIGNATURE, OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.

Sincerely,

A handwritten signature in black ink that reads 'Catherine E. Heigel'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Catherine E. Heigel

Enclosure

cc: Dan Arnett, Office of Regulatory Staff

AMENDMENT TO PURCHASED POWER AGREEMENT

This AMENDMENT is made this 22nd day of November, 2006, by and between **DUKE ENERGY CAROLINAS, LLC**, formerly known as **DUKE POWER COMPANY** (the "Company"), and **NORTHBROOK CAROLINA HYDRO, L.L.C.** "**Boyd's Mill Hydroelectric Facility**" (the "Supplier"), which do hereby mutually agree and consent to the amendment of the **PURCHASED POWER AGREEMENT** between Duke Power Company and Northbrook Carolina Hydro, L.L.C. dated December 4 1996 (the "Agreement") which Agreement is hereby modified in the following respects only:

1. **Paragraph 4.1.** This paragraph is amended to add the following sentence:

Following the term of this agreement as extended by Northbrook, and as the current South Carolina Purchased Power Rate Schedule PP(SC) has expired, the following rate shall apply to all power purchased by the Company until new South Carolina purchased power rates are established.

Capacity Credit	
On-peak Energy per on-peak month	2.04 cents/Kwh
On-peak Energy per off-peak month	0.45 cents/Kwh

Energy Credit	
On-peak Energy per month per Kwh	4.00 cents/Kwh
Off-peak Energy per month per Kwh	2.97 cents/Kwh

This Amendment shall be effective from and after December 4, 2006. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified and affirmed.

IN WITNESS WHEREOF, the Parties hereto have caused their official names to be hereunto subscribed, and their seals to be hereunto affixed by the Parties' appropriate officers or authorized representatives. Executed in duplicate.

NORTHBROOK CAROLINA HYDRO, L.L.C.

By: EIF Northbrook II, LLC
Its Sole Member

By: United States Power Fund II, L.P.
Its Member

By: EIF US Power II, LLC
Its General Partner

By: Energy Investors Funds Group, LLC
Its Sole Member

By: USPF II Institutional Fund, L.P.
Its Member

By: EIF US Power II, LLC
Its General Partner

By: Energy Investors Funds Group, LLC
Its Sole Member

By: Mark D. Segel
Mark D. Segel, Partner

Date: 12-8-06

By: Mark D. Segel
Mark D. Segel, Partner

Date: 12-8-06

DUKE ENERGY CAROLINAS, LLC

By: Eric R. [Signature]
President

Date: 1/2/07

AMENDMENT TO PURCHASED POWER AGREEMENT

This AMENDMENT is made this 22nd day of November, 2006, by and between DUKE ENERGY CAROLINAS, LLC, formerly known as DUKE POWER COMPANY (the "Company"), and NORTHBROOK CAROLINA HYDRO, L.L.C. "Holliday's Bridge Hydroelectric Facility" (the "Supplier"), which do hereby mutually agree and consent to the amendment of the PURCHASED POWER AGREEMENT between Duke Power Company and Northbrook Carolina Hydro, L.L.C. dated December 4 1996 (the "Agreement") which Agreement is hereby modified in the following respects only:

1. **Paragraph 4.1.** This paragraph is amended to add the following sentence:

Following the term of this agreement as extended by Northbrook, and as the current South Carolina Purchased Power Rate Schedule PP(SC) has expired, the following rate shall apply to all power purchased by the Company until new South Carolina purchased power rates are established.

Capacity Credit

On-peak Energy per on-peak month	1.96 cents/Kwh
On-peak Energy per off-peak month	0.44 cents/Kwh

Energy Credit

On-peak Energy per month per Kwh	3.83 cents/Kwh
Off-peak Energy per month per Kwh	2.86 cents/Kwh

This Amendment shall be effective from and after December 4, 2006. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified and affirmed.

IN WITNESS WHEREOF, the Parties hereto have caused their official names to be hereunto subscribed, and their seals to be hereunto affixed by the Parties' appropriate officers or authorized representatives. Executed in duplicate.

NORTHBROOK CAROLINA HYDRO, L.L.C.

By: EIF Northbrook II, LLC
Its Sole Member

By: United States Power Fund II, L.P.
Its Member

By: EIF US Power II, LLC
Its General Partner

By: Energy Investors Funds Group, LLC
Its Sole Member

By: USPF II Institutional Fund, L.P.
Its Member

By: EIF US Power II, LLC
Its General Partner

By: Energy Investors Funds Group, LLC
Its Sole Member

By: Mark D. Segel
Mark D. Segel, Partner

Date: 12-8-06

By: Mark D. Segel
Mark D. Segel, Partner

Date: 12-8-06

DUKE ENERGY CAROLINAS, LLC

By: [Signature]
President

Date: 1/2/07

AMENDMENT TO PURCHASED POWER AGREEMENT

This AMENDMENT is made this 22nd day of November, 2006, by and between DUKE ENERGY CAROLINAS, LLC, formerly known as DUKE POWER COMPANY (the "Company"), and NORTHBROOK CAROLINA HYDRO, L.L.C. "Saluda Hydroelectric Facility" (the "Supplier"), which do hereby mutually agree and consent to the amendment of the PURCHASED POWER AGREEMENT between Duke Power Company and Northbrook Carolina Hydro, L.L.C. dated December 4 1996 (the "Agreement") which Agreement is hereby modified in the following respects only:

1. Paragraph 4.1. This paragraph is amended to add the following sentence:

Following the term of this agreement as extended by Northbrook, and as the current South Carolina Purchased Power Rate Schedule PP(SC) has expired, the following rate shall apply to all power purchased by the Company until new South Carolina purchased power rates are established.

Capacity Credit	
On-peak Energy per on-peak month	2.04 cents/Kwh
On-peak Energy per off-peak month	0.45 cents/Kwh

Energy Credit	
On-peak Energy per month per Kwh	4.00 cents/Kwh
Off-peak Energy per month per Kwh	2.97 cents/Kwh

This Amendment shall be effective from and after December 4, 2006. Except as expressly modified herein, the Agreement shall remain in full force and effect and is hereby ratified and affirmed.

IN WITNESS WHEREOF, the Parties hereto have caused their official names to be hereunto subscribed, and their seals to be hereunto affixed by the Parties' appropriate officers or authorized representatives. Executed in duplicate.

NORTHBROOK CAROLINA HYDRO, L.L.C.

By: EIF Northbrook II, LLC
Its Sole Member

By: United States Power Fund II, L.P.
Its Member

By: EIF US Power II, LLC
Its General Partner

By: Energy Investors Funds Group, LLC
Its Sole Member

By: USPF II Institutional Fund, L.P.
Its Member

By: EIF US Power II, LLC
Its General Partner

By: Energy Investors Funds Group, LLC
Its Sole Member

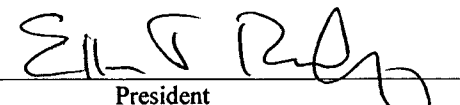
By: 
Mark D. Segel, Partner

Date: 12-8-06

By: 
Mark D. Segel, Partner

Date: 12-8-06

DUKE ENERGY CAROLINAS, LLC

By: 
President

Date: 1/2/07